INFANTS—PUBLIC POLICY—DANGEROUS EMPLOYMENT—INJURIES—RIGHTS OF PARENT—TEXAS & P. RY. CO. v. PUTNAM, 63 S. W. Rep. 910 (Texas).—A father consented to the employment of a minor son by a railroad company, and agreed never to trouble the company if the son was injured. *Held,* that the father could recover for injuries received by the son, resulting from the negligence of the company, and not contemplated by, or naturally arising out of the employment.

The company cites *Railroad Co.* v. *Redeker,* 67 Tex. 190; *Railroad Co.* v. *Carlton,* 60 Tex. 397; and *Railroad Co.* v. *Brick,* 83 Tex. 526, etc., but these cases go no further than to hold that consent of the father will prevent a recovery for injury to a minor child where the ground of the recovery alleged consists alone in the fact that the minor had been employed in a dangerous employment. The court holds that a parent may consent to the assumption of the ordinary risks of the minor's employment, but to give effect to an agreement on the part of the parent, exempting the company from the consequences of negligence would be contrary to public policy.

LANDLORD AND TENANT—BREACH OF LEASE—ELECTION OF REMEDIES.—MCCREADY V. LINDENBORN, 71 N. Y. Supp. 355.—Where in the terms of a lease the parties stipulated, in case of refusal of the tenant to occupy the premises and pay rent, as to what should be the remedy of the landlord, the measure of damages and how and when ascertained, it was *Held,* that the landlord need not follow the stipulations of the lease as to the remedy but could bring an action for breach of contract.

A rather unusual situation in regard to election of remedies is presented in this case. For failure to perform an ordinary contract, the injured party may always elect whether he will sue upon the contract to enforce the covenants or treat the contract as broken and sue for damages. *Railway Co.* v. *Richards,* 152 Ill. 59; and the same principle applies to leases. *Driggs* v. *Dwight,* 31 Am. Dec. 283. The court here extends the principle somewhat, holding that a right of election exists even where the terms of the lease specifically provide for the remedy which shall follow the breach. The position of the dissenting judge would seem to be the correct view, that where parties make a contract they should be held to its terms and the remedy stipulated should be exclusive. *Hall* v. *Gould,* 13 N. Y. 127.

LARCENY—EVIDENCE—TRAILING BY BLOODHOUND—STATE V. MOORE, 39 S. E. 626 (N. E.).—In a trial for larceny the prosecution introduced evidence of the conduct of a bloodhound to corroborate the testimony of an accomplice. *Held,* that such evidence was inadmissible.

The exercise by animals of an instinctive power, not possessed by human beings, is a novel feature of evidence in our jurisprudence. It was rejected in this case, however, not upon the ground that the dog, being an animal of instinct and not possessed of reason, his conduct would not be a circumstance to be considered in connecting a person with an act, but upon the ground that the conduct in question did not in reality corroborate the testimony offered. The cases in which the conduct of a dog has been used as evidence are very rare. In *Hodge* v. *State,* 98 Ala. 10, it appears that tracks of a peculiar character was found near a house in which murder was committed; that a dog

trained to follow human tracks was put upon them and that they were trailed by him to the house of the defendant, who, when arrested, had on shoes that made tracks precisely like those traced by the dog. In that case the court held that the conduct of the dog was competent to go to the jury as a circumstance tending to connect the defendant with the crime. See also, *Pedigo* v. *Com.*, 44 S. W. 143.

LAW GOVERNING CONTRACT—STIPULATION FOR EXEMPTION FROM LIABILITY PER NEGLIGENCE—CARRIERS OF PASSENGERS—LOSS OF BAGGAGE—VALIDITY OF LIMITATION.—THE NEW ENGLAND, 110 Fed. (Mass.), 415.—A provision in a steamship ticket, issued by an English company to a passenger in the United States from America to an English port, that the company would not be liable for loss or injury to baggage in excess of fifty dollars, and that all questions arising under the contract should be determined according to English law. *Held,* to be ineffectual to exempt the company from liability for the negligence of its servants in respect to such baggage, and, that the limtiation to fifty dollars was unreasonable and therefore invalid.

In England such a provision relating to the liability of a common carrier is invalid, and inasmuch as the parties to the contract expressly stipulated the law by which it was to be governed the provision would have been good in so far as the question of intention enters into the case, but such provisions are held to be contrary to public policy in the United States and cannot stand. The case of *The Oranmore* (D. C.) 24 Fed. 922, affirmed in 92 Fed. 396, (but without any statement of reasons), disregarded this question of public policy and based a contrary decision wholly on the expressed intention of the contractors. The authority of this case is clearly outweighted by the views of other inferior federal courts in *The Kensington,* 94 Fed. 885; *The Energia* (D. C.) 56 Fed. 124; *Lewisohn* v. *S. S. Co.* (D. C.), 56 Fed. 602; *The Hugo* (D. C.) 57 Fed. 403; *The Tleumavis* (D. C.) 56 Fed. 472. The Supreme Court has declined to pass directly on the question, but if there is any implied opinion one way or another it favors the view of the judge in this case. In *Knott* v. *Worsted Botany Mills,* 179 O. S. 69, a stipulation that the law of England should govern was held ineffective against the provisions of the Harter Act.

A valuation agreed upon by both parties is in some cases taken as a reason for permitting the carrier to limit his liability. *Graves* v. *Ry.*, 137 Mass. 33, 34. But to be valid such limitation must be reasonable. *The Majestic,* 166 O. S. 375, expresses a doubt as whether it was reasonable in the case of a first-cabin passenger crossing the Atlantic in a first-class steamer. A $100 limit is reasonable in the case of a passenger on a Fall River steamboat. *The Priscilla* (D. C.) 106 Fed. 739.

MUNICIPAL CORPORATIONS—DEFECTIVE STREETS—EXEMPTION FROM LIABILITY—CONSTITUTIONALITY.—MATTSON V. CITY OF ASTORIA, 65 Pac. 1066 (Os.).—A city charter, vesting in the mayor and council the control of streets, but providing that neither the mayor nor any member of the council should be liable in damages for injuries arising from any defective street, is in violation of Art. 1, Sec. 10 of the State Constitution, which guarantees to every person a remedy by due course of law for any injury done him.

It is settled that the legislature may exempt a city from liability for injuries caused by defective streets. *O'Harra* v. *City of Portland,* 3 Or. 525. But